

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TENNESSEE

In re: Marvin Terrance Skinner

Case No.

Debtors:

Chapter 13

CHAPTER 13 PLAN

ADDRESS: (1) 4883 Chevron Road (2) _____
Memphis, TN 38118

PLAN PAYMENT:

Debtor(1) shall pay \$ 768.00 weekly, every two weeks, semi-monthly, or monthly, by:
 PAYROLL DEDUCTION From: Von Drehle Corporation **OR () DIRECT PAY**
612 3rd Avenue NE
Hickory, NC 28601

Debtor(2) shall pay \$ _____ weekly, every two weeks, semi-monthly, or monthly, by:
 PAYROLL DEDUCTION From: _____ **OR () DIRECT PAY**

1. THIS PLAN [Rule 3015.1 Notice]:

- (A) CONTAINS A NON-STANDARD PROVISION. [See plan provision #19] YES NO
(B) LIMITS THE AMOUNT OF A SECURED CLAIM BASED ON A VALUATION
OF THE COLLATERAL FOR THE CLAIM. [See plan provisions #7 and #8] YES NO
(C) AVOIDS A SECURITY INTEREST OR LIEN. [See plan provision #12]. YES NO

2. ADMINISTRATIVE EXPENSES: Pay filing fee and Debtor(s)' attorney fee pursuant to Confirmation Order.

3. AUTO INSURANCE: Included in Plan; **OR** Not included in Plan; Debtor(s) to provide proof of insurance at §341 meeting.

4. DOMESTIC SUPPORT: Monthly Plan Payment:

None Paid by: Debtor(s) directly Wage Assignment, **OR** Trustee to:
ongoing payment begins _____ \$ _____
Approximate arrearage: _____

5. PRIORITY CLAIMS:

-NONE- Amount _____ \$ _____

6. HOME MORTGAGE CLAIMS: Paid directly by Debtor(s); **OR** Paid by Trustee to:

Rushmore Loan Management	ongoing payment begins	<u>July 2021</u>	\$855.00
	Approximate arrearage:	<u>8,550.00</u>	Interest <u>0.00</u> \$143.00

7. SECURED CLAIMS:

[Retain lien 11 U.S.C. §1325 (a)(5)] One Main (2007 Jaguar XJ8)	Value of Collateral: <u>4,175.00</u>	Rate of Interest <u>5.25%</u>	Monthly Plan Payment: <u>\$80.00</u>
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8. SECURED AUTOMOBILE CLAIMS FOR DEBT INCURRED WITHIN 910 DAYS OF FILING, AND OTHER SECURED CLAIMS FOR DEBT INCURRED WITHIN ONE YEAR OF FILING:

[Retain lien 11 U.S.C. §1325 (a)] -NONE-	Value of Collateral: _____	Rate of Interest _____	Monthly Plan Payment: <u>\$</u>
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9. SECURED CLAIMS FOR WHICH COLLATERAL WILL BE SURRENDERED; STAY IS TERMINATED UPON CONFIRMATION FOR THE LIMITED PURPOSE OF GAINING POSSESSION AND COMMERCIALLY REASONABLE DISPOSAL OF COLLATERAL:

-NONE-

Collateral: _____

10. SPECIAL CLASS UNSECURED CLAIMS:

-NONE-

Amount: _____	Rate of Interest: _____	Monthly Plan Payment: _____
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11. STUDENT LOAN CLAIMS AND OTHER LONG TERM CLAIMS:

None

Not provided for

OR

General unsecured creditor

12. THE JUDICIAL LIENS OR NON-POSSESSORY, NON-PURCHASE MONEY SECURITY INTEREST(S) HELD BY THE FOLLOWING CREDITORS ARE AVOIDED TO THE EXTENT ALLOWABLE PURSUANT TO 11 U.S.C. §522(f):

-NONE-

13. ABSENT A SPECIFIC COURT ORDER OTHERWISE, ALL TIMELY FILED CLAIMS, OTHER THAN THOSE SPECIFICALLY PROVIDED FOR ABOVE, SHALL BE PAID AS GENERAL UNSECURED CLAIMS.

14. ESTIMATED TOTAL GENERAL UNSECURED CLAIMS: \$41,149.00

15. THE PERCENTAGE TO BE PAID WITH RESPECT TO NON-PRIORITY, GENERAL UNSECURED CLAIMS IS:

%, OR,

THE TRUSTEE SHALL DETERMINE THE PERCENTAGE TO BE PAID AFTER THE PASSING OF THE FINAL BAR DATE.

16. THIS PLAN ASSUMES OR REJECTS EXECUTORY CONTRACTS:

None

Assumes

OR

Rejects.

17. COMPLETION: Plan shall be completed upon payment of the above, approximately 60 months.

18. FAILURE TO TIMELY FILE A WRITTEN OBJECTION TO CONFIRMATION SHALL BE DEEMED ACCEPTANCE OF PLAN.

19. NON-STANDARD PROVISION(S):

Absent the original contract as proof, all collateralized claims for the purpose of provisions 7& 8 are presumed to have exceeded the time limits set forth in 11 U.S.C.1325(a)(9) hanging paragraph will be treated as a value claim

ANY NON-STANDARD PROVISION STATED ELSEWHERE IS VOID.

20. CERTIFICATION: THIS PLAN CONTAINS NO NON-STANDARD PROVISIONS EXCEPT THOSE STATED IN PROVISION 19.

/s/ Darrell L. Castle

Darrell L. Castle

Debtor(s)' Attorney Signature or Pro Se Debtor(s)' Signature(s)

Date April 13, 2021